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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
MANHATTAN DIVISION**

In re:

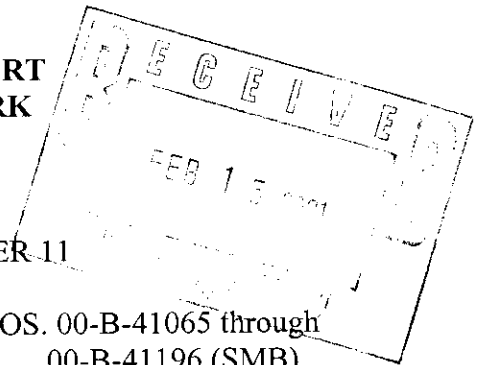
RANDALL'S ISLAND FAMILY GOLF
CENTERS, INC., et al,

Debtors.

CHAPTER 11

CASE NOS. 00-B-41065 through
00-B-41196 (SMB)

(JOINTLY ADMINISTERED)



**OBJECTION ON BEHALF OF ULTIMATE GOLF, LLC TO ASSIGNMENT AND
ASSUMPTION OF LEASE #244, SHELTON, CONNECTICUT BY BISHOP DESIGN &
DEVOLPMENT, LLC**

Ultimate Golf, LLC ("Ultimate") through its undersigned counsel, Deirdre A. Martini, Ivey, Barnum & O'Mara, LLC, hereby submits the following as its objection to the assignment and assumption of Lease # 244, Shelton, Connecticut by Bishop Design & Development, LLC ("Bishop") pursuant to the scheduling order for the "Disputes Hearing" established by the Court on January 24, 2001 as part of the approved Solicitation for Bids on the Debtor's Interest in Leases of Non-Residential Property and Other Assets and Terms and Conditions of Auction.

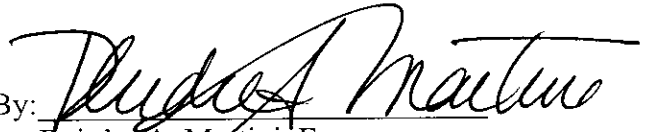
The Court has scheduled a "Disputes Hearing" for February 16, 2001 at 10:00 a.m. to resolve any disputes regarding: (1) arrears statements submitted by Landlords and (2) objections to assignment of Leases pursuant to Assignment and Assumption Agreements. Ultimate objects to the proposed assignment and assumption by Bishop for the following reasons:

1. As of February 14, 2001, neither representatives of Ultimate nor counsel for Ultimate has received financial information concerning Bishop's ability to comply with the terms of the Lease. Under the approved bidding procedures, Landlords were to receive financial information on the successful bidder within 48 hours of the auction. As of this filing, Ultimate has been unsuccessful in obtaining any financial information on Bishop after requesting such disclosure from both Keen Realty and Golenbach, Eiseman, Assor & Bell. Until such time as Ultimate is given an adequate and reasonable opportunity to review Bishop's financial creditworthiness, it cannot consent to the assignment and assumption.

2. In addition to the requirement to provide information to establish adequate assurances of future performance by the successful bidder, Ultimate also requires representations from the successful bidder on lease provisions concerning compliance with additional security, zoning, payment of certain fees and expenses, the approval process of the sublease by the Connecticut Resources Recovery Authority and pre-approval for any modifications to the premises.

WHEREFORE, Ultimate respectfully objects to the assignment and assumption of Lease # 244 until such time as Ultimate has had a reasonable opportunity to review Bishop's financial information and confer with representatives of Bishop on material issues contained within the lease.

IVEY, BARNUM & O'MARA, LLC
Attorneys for Ultimate Golf, LLC

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CERTIFICATION

I hereby certify that a copy of the foregoing was sent via Federal Express overnight delivery to the Clerk of the United States Bankruptcy Court, transmitted by facsimile and mailed by overnight mail on the 14th day of February, 2001 to the following parties of record:

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